



## Minnesota Multistate Contracting Alliance for Pharmacy

651.201.2420 [www.mmcap.org](http://www.mmcap.org)

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### Membership Application and Membership Agreement Instructions for Completion

Thank you for your interest in membership with the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP).

Please complete all required sections of the application. Applications with missing information may be returned and will delay the review process. If you have any questions, contact MMCAP at 651.201.2420.

The completed application and membership agreement must be sent to your state's MMCAP State Contact for review and approval. (A list of State Contacts may be found at [www.mmcap.org](http://www.mmcap.org), click on "What is MMCAP," then on "State Contacts.>"). The State Contact will forward the approved documentation to MMCAP for final processing.

**Please note that membership in MMCAP is limited to facilities with which the State of Minnesota may contract** (Minnesota Statutes Section 471.59, subdivision 10).

These include:

- Other states
- Agencies of other states
- Counties
- Cities
- School Districts
- Entities recognized by the member state's statutes as authorized to use that state's commodity or service contracts (Minnesota Statutes Section 16C.03, subdivision 10 – found at: <https://www.revisor.mn.gov/statutes/?id=16C.03>).



**Minnesota Multistate Contracting Alliance for Pharmacy**  
**Facility Membership Application**

**Return this completed form, along with the Facility Membership Agreement, to your State Contact for authorization.** (A list of State Contacts may be found at [www.mmcap.org](http://www.mmcap.org), click on “What is MMCAP,” then on “State Contacts.”) The State Contact will then forward the authorized form to the MMCAP office for processing.

**Type or Print Clearly**

1. Indicate the **specific authority** under which this facility may purchase goods and services from MMCAP: \_\_\_\_\_  
(e.g., statutory authority or board resolution to contract with the State of Minnesota). **Attach a hard copy of this authorization.**
2. Facility’s Full Legal Name: \_\_\_\_\_
3. Complete **“Bill To”** Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Complete **“Ship To”** Street Address, if different: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
5. Facility Website: \_\_\_\_\_
6. DEA Number, if applicable (required for controlled substances): \_\_\_\_\_
7. Health Industry Number (HIN), if known: \_\_\_\_\_  
If needed, MMCAP will assist in obtaining this number when the application is processed. **Indicate need for assistance on line above.**
8. Facility’s State Pharmacy License Number, if applicable: \_\_\_\_\_
9. 340B (PHS) Eligible: ☐ YES ☐ NO ☐ Unsure  
The 340B Drug Pricing Program provides significant pharmaceutical discounts to facilities receiving certain types of federal funding.
10. **Within the past year, has your facility been affiliated with a pharmaceutical group purchasing organization (GPO) other than MMCAP? (Please check one.)**  
☐ NO  
☐ YES, but my facility is switching to MMCAP. **Attach a signed letter on your facility’s letterhead stating that you wish to discontinue your association with your current pharmaceutical GPO and instead use MMCAP.**  
☐ YES and my facility will remain with current GPO.
  - Current pharmaceutical GPO Name: \_\_\_\_\_
  - We currently purchase: \_\_\_\_\_
  - What will be the primary GPO? \_\_\_\_\_

11. Indicate which MMCAP contracts your facility intends to use? **(Check all that apply)**

- |  |   |
|--|---|
| <input type="checkbox"/> Wholesaler (AmerisourceBergen, Cardinal Health, or Morris & Dickson) (complete boxes below) | <input type="checkbox"/> Dental Supplies Program                    |
| <input type="checkbox"/> <i>Prescription Drugs (other than vaccines)</i>   | <input type="checkbox"/> Influenza Vaccine Program                  |
| <input type="checkbox"/> <i>Vaccines (other than influenza)</i>  | <input type="checkbox"/> Medical/Hospital Supplies Program          |
| <input type="checkbox"/> <i>Over-the-counter for "Own Use"</i>   | <input type="checkbox"/> Returned Goods Processing Program          |
| <input type="checkbox"/> <i>Nutritionals</i>   | <input type="checkbox"/> Student Health Oral Contraceptives Program |
|  | <input type="checkbox"/> Wholesaler Invoice Auditing                |

12. What is the primary purpose of your facility? **(Check all that apply)**

- |   |  |
|---|--|
| <input type="checkbox"/> Correctional Facility              | <input type="checkbox"/> Public Health               |
| <input type="checkbox"/> Central Purchasing/Business Office | <input type="checkbox"/> School District             |
| <input type="checkbox"/> Developmental Disability           | <input type="checkbox"/> Senior Services             |
| <input type="checkbox"/> Emergency                          | <input type="checkbox"/> Student Health              |
| <input type="checkbox"/> Hospital/Clinic                    | <input type="checkbox"/> Targeted Program            |
| <input type="checkbox"/> Mental Health                      | <input type="checkbox"/> University Training Program |
| <input type="checkbox"/> Nursing Facility                   |  |

13. What type of care does your facility provide? **(Check all that apply)**

- |  |   |
|--|---|
| <input type="checkbox"/> Acute Care            | <input type="checkbox"/> Medical School           |
| <input type="checkbox"/> Detoxification        | <input type="checkbox"/> Public/Community Nursing |
| <input type="checkbox"/> Health Service        | <input type="checkbox"/> Research/Training        |
| <input type="checkbox"/> Long Term Care (LTC)  | <input type="checkbox"/> Trauma/Emergency         |
| <input type="checkbox"/> LTC – Skilled Nursing | <input type="checkbox"/> Veterinary               |
| <input type="checkbox"/> LTC - Veterans        | <input type="checkbox"/> No Care Provided         |

14. What agency controls your facility? Not your funding source. **(Check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Federal government                  | <input type="checkbox"/> County/Parish Government              |
| <input type="checkbox"/> Non-government Private – For Profit | <input type="checkbox"/> Municipal (city, township) Government |
| <input type="checkbox"/> Non-government Private – Non-Profit | <input type="checkbox"/> State Government                      |

**Facility Contacts:** Not all facilities will have three contacts. Listing at least one main contact person is required.

15. Designated Facility MMCAP contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

16. Alternate Facility MMCAP contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

17. Facility's Purchasing MMCAP contact person: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

The information above is true and correct. **Forward signed application and agreement on to your State's Contact for final processing.** (A list of State Contacts may be found at [www.mmcap.org](http://www.mmcap.org), click on "What is MMCAP," then on "State Contacts.>").

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Facility Representative

I have reviewed and approve the facility's eligibility for membership in MMCAP.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
MMCAP State Contact



## **Minnesota Multistate Contracting Alliance for Pharmacy**

50 Sherburne Avenue, Suite 112, St. Paul, MN 55155

651.201-2420

[www.mmcap.org](http://www.mmcap.org)

### **Facility Membership Agreement**

This Agreement is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and

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**Facility's Complete Legal Name**

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**Full Address including city, state, and zip code**

("Member Facility").

MMCAP is a free, voluntary group purchasing organization for government-authorized facilities and is operated and managed by the Materials Management Division of the State of Minnesota's Department of Administration. It combines the purchasing power of its members to receive the best prices available for the products and services for which it contracts. Participation in MMCAP is limited to facilities, within a participating member state, with statutory authority to purchase commodities from its state's contracts. This Agreement is required by, 42 C.F.R. § 1001.952(j), additionally, the State of Minnesota is empowered to enter into this Agreement pursuant to Minnesota Statutes Section 471.59, subdivision 10.

#### **1. Term of Agreement and Cancellation**

This Agreement will be effective upon the date it is fully executed by all parties; and will remain in effect until cancelled by MMCAP or the Member Facility. Either party may cancel this Agreement, any time, with or without cause, upon 30 days' written notice to the other party.

#### **2. Member Facility**

The Member Facility

The Member Facility:

- A. Certifies it has authority to enter into a contract with the State of Minnesota.
- B. Must comply with all laws, rules, and regulations governing government purchasing of pharmaceuticals and related products and services when utilizing MMCAP contracts and programs.
- C. Must operate within the boundaries established by Robinson-Patman (15 U.S.C. 13 (a)) and "own use" requirements as defined by *Abbott Labs v. Portland Retail Druggists* (425 U.S. 1(1976)) and *Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs* (460 U.S. 150 (1983). If there are any questions about the propriety of the use of products, the Member Facility will obtain an opinion from its legal counsel and notify MMCAP of the decision.
- D. Must comply with the terms and conditions of the applicable MMCAP vendor contracts, found in the MMCAP Catalog at [www.mmcap.org](http://www.mmcap.org).
- E. Should endeavor, where practical, to purchase its goods and services from MMCAP contracts.
- F. Must update MMCAP regarding changes to the Participating Facility's contact person.
- G. Must promptly pay MMCAP-contracted vendors for all products or services purchased using MMCAP contracts. MMCAP does not assume any responsibility for the accountability of funds expended by the Member Facility.
- H. May be inactivated from MMCAP membership if there is no participation for 18 consecutive months.

#### **3. MMCAP**

MMCAP Will:

- A. Select commodities or services for cooperative contracting.
- B. Contract with Product vendors according to Minnesota law.
- C. Make available copies of contract documents.
- D. Maintain vendor performance records.

- E. Assist in resolving administrative, contract, or supplier problems that cannot be resolved by the Participating Facility.
- F. Provide information via the Internet to the Participating Facility regarding Products and Services.
- G. Distribute to MMCAP Member Facilities any unused Administrative Fees collected from MMCAP-contracted vendors.

#### **4. Administrative Fee Collected from Vendors**

The MMCAP Managing Director may, pursuant to contract terms and conditions, require the contracted vendors (not Member Facilities) to pay an administrative fee to MMCAP. The fee of not more than three percent will be based on a percentage of sales made by the individual contracted vendor. Fees will be collected by the MMCAP office and used to pay for the administrative costs incurred in the operation of MMCAP as approved by the MMCAP Managing Director. At the end of the contract year, any remaining balance of funds will be returned to active member facilities by means of a credit to their wholesaler or distributor account or as permitted by various program requirements, in an amount proportional to the member facility's on-contract purchases.

#### **5. Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** The Member Facility may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MMCAP and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Agreement.

**5.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

#### **6. Liability**

Each party will be responsible for their own acts and behavior and the results thereof. Nothing in this membership agreement shall be construed as expanding the limits of liability of the Participating Facility beyond the limits of the law of its state. MMCAP's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable laws.

#### **7. State Audits**

As mandated by Minnesota Statutes Section 16C.05, subdivision 5, "the books, records, documents and accounting procedures and practices of the [Member Facility] relevant to this Agreement shall be made available and subject to examination by the State of Minnesota, including the contracting agency/division, Legislative Auditor, and State Auditor" for a minimum period of six years after the termination of this Agreement.

**IN WITNESS WHEREOF**, the undersigned parties have signed this MMCAP Facility Membership Agreement on their behalf \_\_\_\_\_ intending \_\_\_\_\_ to \_\_\_\_\_ be \_\_\_\_\_ bound \_\_\_\_\_ thereby.

#### **Participating Facility:**

(Person with legal authority to bind the facility)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **State of Minnesota, through its Commissioner of Administration on behalf of MMCAP:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Administration**, as delegated to the Materials Management Division:

By: \_\_\_\_\_

Date: \_\_\_\_\_